

UNITED STATES DISTRICT COURT
District of Minnesota

Steve Jankowski and Peter Scott

Plaintiffs,

V.

City of Duluth,

Defendant.

JUDGMENT IN A CIVIL CASE

Case Number: 11-3392 MJD/LIB

☐ **Jury Verdict.** This action came before the Court for a trial by jury. The issues have been tried and the jury has rendered its verdict.

☒ **Decision by Court.** This action came to trial or hearing before the Court. The issues have been tried or heard and a decision has been rendered.

IT IS ORDERED AND ADJUDGED THAT:

1. During Bentleyville, Plaintiffs Jankowski and Scott will be allowed to engage in their desired First Amendment activity (via signs, literature and speech in compliance with all applicable state laws and city codes) in a portion of the Bentleyville event as agreed upon by the parties during their April 26, 2013 mediated settlement conference in the above-captioned matter, which is outlined on the map attached hereto and made a part hereof as Exhibit A in bold blue marker, and generally described as follows:

The sidewalks and public right-of-ways surrounding Bayfront Festival Park, and the walkways leading into Bayfront and up to, but not including, the steel structure (archway) and gate marking the entrance to "Area 1" indicated on Exhibit A.

referred to hereinafter as the "Free Speech Zone";

2. While engaged in First Amendment activity in the area identified as "Area 2" on Exhibit A, Plaintiffs may not yell or shout and shall limit any oral/verbal communications to a conversational volume.

3. The "Free Speech Zone" does not extend into or inside Area 1, the steel structure and gate marking the entrance to Area 1, or any of the fences surrounding Area 1.

4. Plaintiffs Jankowski and Scott do not enjoy exclusive use of the Free Speech Zone;

5. While engaging in expressive activities within the Free Speech Zone, Plaintiffs Jankowski and Scott may not engage in conduct that violates other city ordinances or state laws;

6. While Plaintiffs' First Amendment activities are confined to the Free Speech Zone, Plaintiffs

are allowed to attend the Bentleyville event (assuming satisfaction of all event organizer requirements for admission) when they are not engaging in said activities;

7. The Free Speech Zone agreed to by the parties applies only to the Bentleyville event;

8. Plaintiffs are allowed to engage in First Amendment activities in the Free Speech Zone at the Bentleyville event regardless of whether Bentleyville subsequently becomes a ticketed event;

9. In full, final and complete satisfaction of any and all claim for attorneys' fees in the above-captioned matter now and in the future, the city agrees to a one-time payment in the amount of \$177,500. The city agrees to make best efforts to issue payment within 30 days after entry of this Decree and receipt from Plaintiffs' counsel of instructions for preparation of the payee section of the draft.

10. This Consent Decree and Judgment is a settlement and compromise between the parties and shall not be construed as an admission of liability on the part of the City of Duluth, its agents, officers, or employees, all of whom expressly deny liability.

11. This Consent Decree And Judgment, along with the attached exhibit, embodies the entire understanding of the parties and there are no further or other agreements, permits, or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

September 17, 2013

Date

RICHARD D. SLETTEN, CLERK

s/Janelle Zuech

(By)

Janelle Zuech Deputy Clerk